

Angleton Rec Center

Splash Pad Design Proposal 10/5/2023

Presented by

Ryan Cicatello

Lone Star Recreation of Texas

(281) 970-9010

ryan.cicatello@lonestarrecreation.com





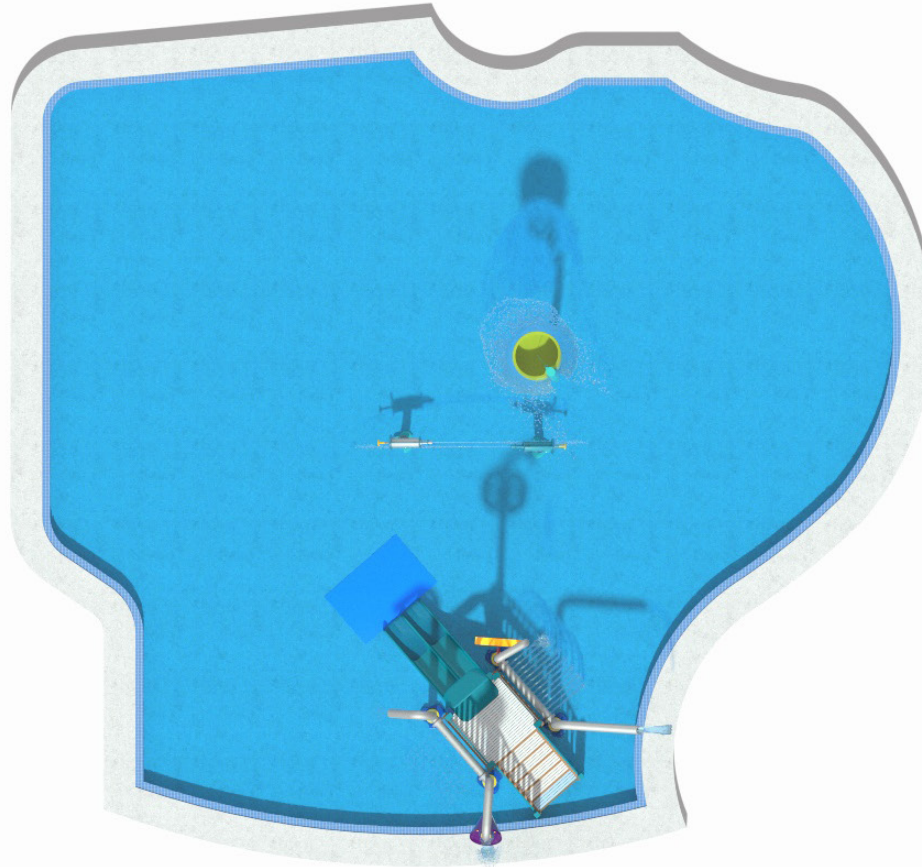


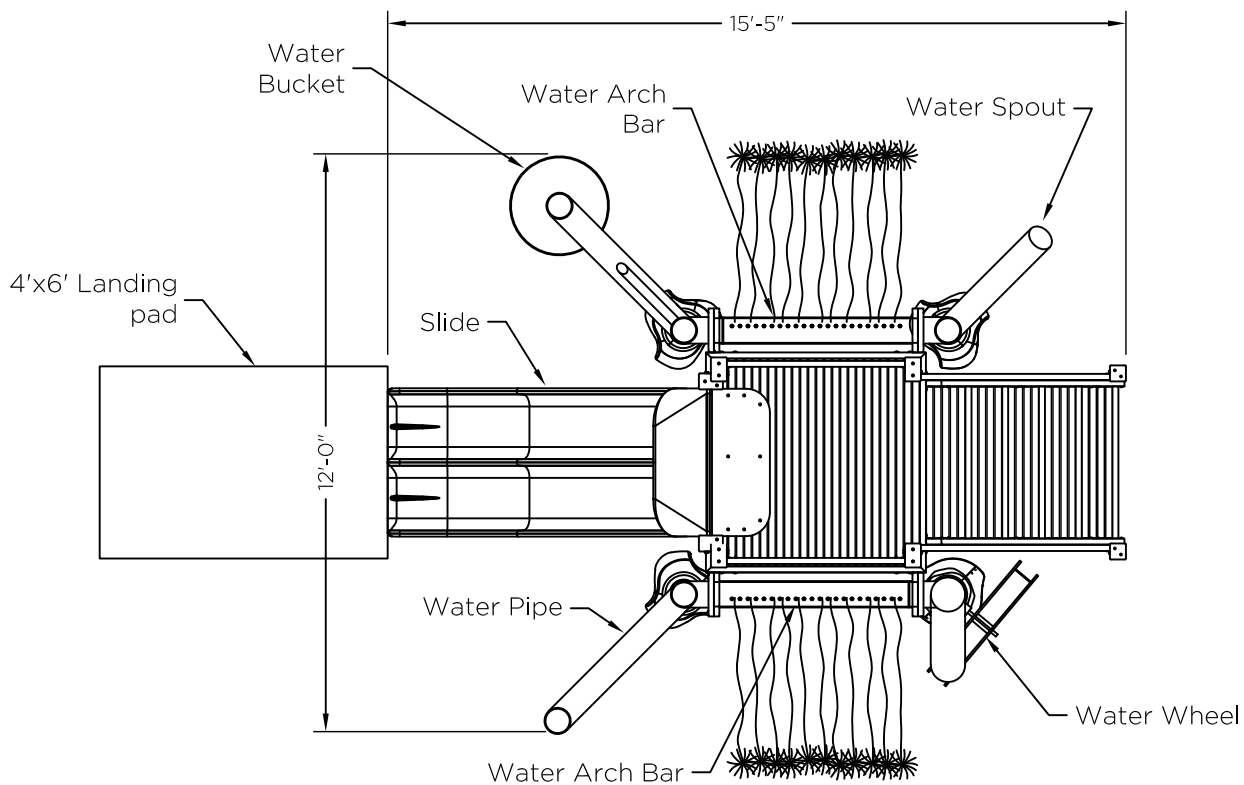
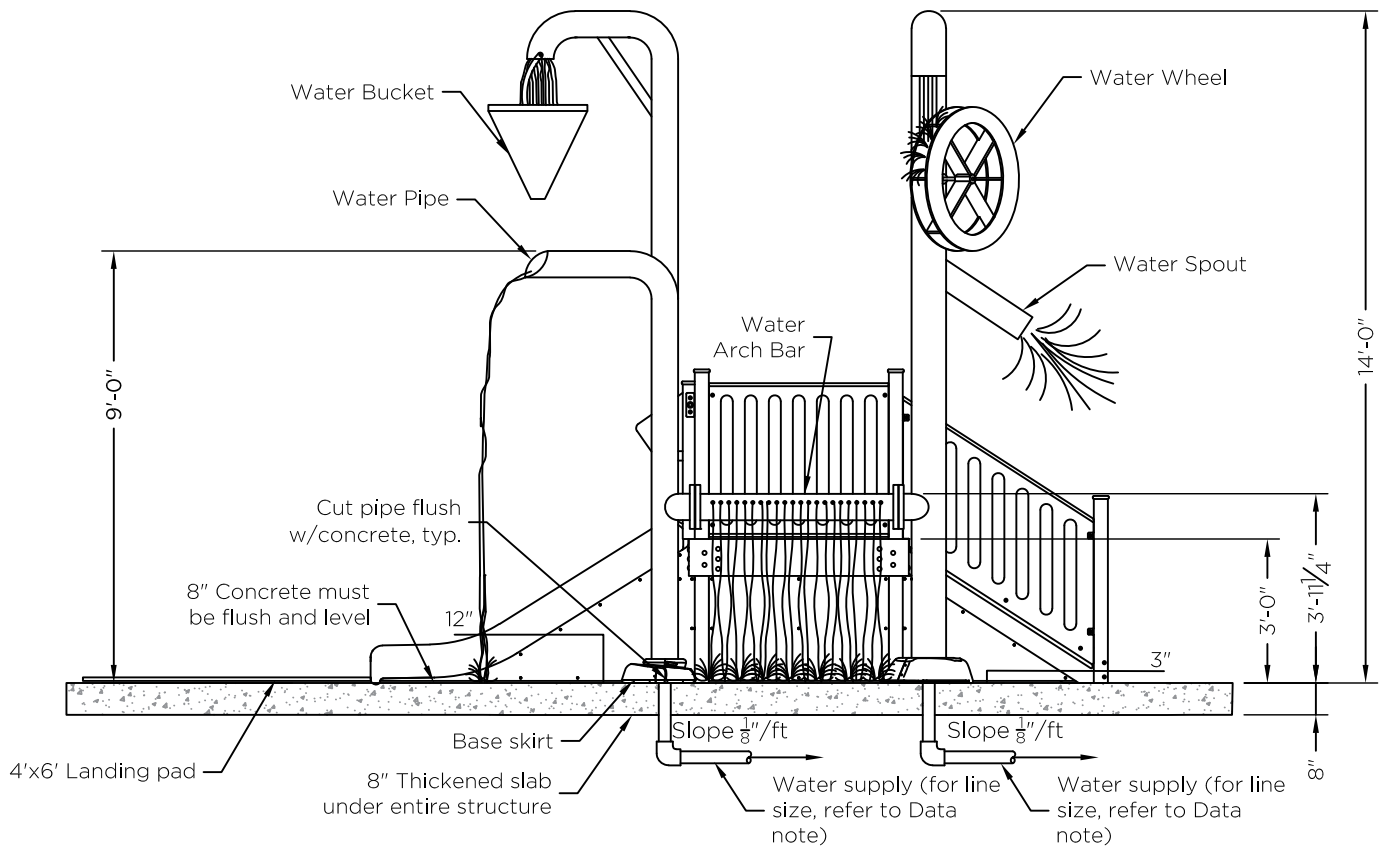




Angleton Rec Center

Design# 1157711-02-02 10/5/2023





Not for Construction



1101 McKinley Parkway
 Delano, MN 55328
 877-632-0503
 Local 952-445-5135
 aquatix.playlsi.com

JUNIOR CLIMB N SLIDE
 PLAN - ELEVATION

P.J.B.
 DRAWN BY

1/4"=1'-0"
 SCALE

12/28/18
 DATE

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Lone Star Recreation of Texas, LLC.

10701 Corporate Drive Suite 390
Stafford, TX 77477

Phone: 281-970-9010

PROPOSAL

Quote # 12111-02

Contact: Andrew Morgan
Company: City of Angleton
Phone: (979) 849-4364 ext. 4111
Email: amorgan@angleton.tx.us

Ship To: Landscape Structures, Inc.
Certified Installer

Bill To: City of Angleton
121 S Velasco
Angleton, TX 77515

Installation Site: Angleton Recreation Center
1601 N Valderas St.
Angleton, TX 77515

Design Number: 1157711-02-02

Date: 10/5/2023
Proposal Expires: 11/4/2023

Terms
INCO Terms: F.O.B. Manufacturing Plant
Estimated Mfg. Lead Time: 16-18 weeks ARO*
Payment Terms:
Equipment: Based upon approved terms
Installation: Based upon approved terms

Proposal Prepared By
Contact: Vanessa Zelaya
Phone: 281-970-9010
Email: Vanessa.Zelaya@LoneStarRecreation.com

Sales
Contact: Ryan Cicatello
Phone: 281-970-9010
Email: Ryan.Cicatello@LoneStarRecreation.com

*Lead Time determined by best available ship date when order is placed.

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED AMT
	1157711-02-02	Water Play Features - Pool Project		
2	AQ100835	Jet Stream	\$ 10,759.00	\$ 21,518.00
1	AQ100822	Mini FlashFlood	\$ 22,181.00	\$ 22,181.00
1	AQ100606	Jr. Climb N Slide	\$ 113,749.00	\$ 113,749.00
1		Custom Pipe Water Bar	\$ 21,200.00	\$ 21,200.00
1	INSTALLATION	Material & Labor for Angleton Recreation Center pool project per design #1157711-02-02: - Demo of existing structure - Supply and Installation of Concrete <i>*This is for concrete needed to raise the floor under the elevation by no more than 6" or less.</i> - Installation of MEP <i>Installation of Aquatix Water Play Features including replacement of feature pump & motor. All piping and equipment assumed to be in acceptable working condition.</i> - Pool Floor <i>Replaster after construction is completed less than 2,000sf. Color to match existing floor or as close to existing material. Color may vary.</i>	\$ 195,000.00	\$ 195,000.00

By signing this proposal, the customer is agreeing to the scope of work and terms.

Accepted by Customer _____ Date _____

Print Name _____ PO/Ref. # _____ Title _____

EQUIPMENT	\$	178,648.00
INSTALLATION	\$	195,000.00
BUYBOARD #679-22	\$	(18,682.40)
FREIGHT	\$	12,608.00
SALES TAX		Exempt
TOTAL	\$	367,573.60

Pricing is for the above listed equipment only: NO installation, subgrade, drainage, additional contract terms, additions or deletion, change orders, insured addendum, off loading of equipment, storage of product, site security, retainage, or any applicable taxes, bonds, permits or freight are included unless listed as separate line items.

Individual line items invoiced according to Schedule of Payments. Freight charges will be included with initial invoice.

Tax Exemption Certificate must be supplied with order if applicable

Change orders, cancellation, and/or rescheduling of services will be subject to available schedule and payment for incurred time, expenses, freight, and/or fees.

LSRT reserves the right to apply payments to past due invoices first before applying payments to specific orders.

1.5% per month late payment fee will be applied for late payments

LSRT Terms and Conditions apply unless Subcontract is on file.

ADDITIONAL TERMS AND CONDITIONS

Entire Agreement: This document, including the proposal and any referenced attachments in the proposal, if any, contains the entire agreement and understanding between the parties with respect to the transaction contemplated. This document sets forth all of the promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof, and replaces and supersedes all negotiations, conversations, discussions, correspondence, memorandums, and oral agreements between the parties, as well as any prior writings. Except as set forth in this document, including any attached exhibits, if any, there are no other agreements, representations, warranties, or covenants by or among the parties hereto with respect to the subject matter hereof. This document, including any attached exhibits, if any, supersedes all other agreements, written or oral, between the parties with respect to the transaction contemplated.

Modification: No alteration, amendment, modification, or waiver of any provision of this Agreement shall be valid or effective unless it is in writing and signed by all parties. No oral agreement or course of conduct to the contrary, shall be deemed an alteration, amendment, modification, waiver, or cancellation. No evidence of any alteration, amendment, modification, or waiver shall be offered or received in evidence in any proceeding, mediation, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of the parties hereunder, unless such alteration, amendment, modification, or waiver is in writing, duly executed by both parties. Any waiver or consent shall be effective only in the specific instance and for the purpose for which it was given.

Severability: If any provision of this Agreement is determined to be invalid or not enforceable, or is prohibited by law for any reason, the invalidity shall not affect the validity of the remaining provisions of this Agreement. The rest of the Agreement will be unaffected.

No Waiver of Rights: No waiver by any party of any of its rights or remedies hereunder shall be considered a waiver of any other subsequent right or remedy of that party. The waiver by any party of a breach of any provision of this Agreement shall not be taken or held to be a waiver of the provision itself. Any course of performance shall not be deemed to amend or limit any provision of this Agreement. The failure of any party at any time to require performance by another party of any provision of this Agreement shall not affect in any way the full right to require the performance at any subsequent time. No delay or omission in the exercise of enforcement by either party of any rights or remedies shall ever be construed as a waiver of any right or remedy of that party. No exercise or enforcement of any rights or remedies shall ever be held to exhaust any right or remedy of any party. No action taken pursuant to this Agreement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, or agreement contained herein or therein and in any documents delivered in connection herewith or therewith. Forbearance or neglect on the part of either party to insist upon strict compliance with the terms of this Agreement shall not be construed as or constitute a waiver thereof.

Relationship of Parties: Nothing contained in this Agreement shall be deemed or construed by the parties, or by any third party, to create the relationship of employer/employee, partnership, or joint venture between the parties hereto, it being understood and agreed that no provision contained herein shall be deemed to create any relationship between the parties hereto other than as client and independent contractor.

Compliance with Laws: The parties hereto shall each comply with the provisions of all applicable federal, state, county, and local laws, ordinances, regulations, and codes.

Collaborative Dispute Resolution: The parties hereto shall cooperate with each other to affect the purpose and intent of this Agreement. If a dispute arises concerning this Agreement that cannot be resolved collaboratively, either with or without the assistance of collaborative counsel, the parties will try in good faith to settle the dispute through mediation conducted by a mediator to be mutually selected. The parties will share the cost of the mediator equally, but each party shall remain solely responsible for their own attorneys' fees and costs. The parties will cooperate fully with the mediator and will attempt to reach a mutually satisfactory resolution of the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, the parties agree that the dispute can proceed to the courts of Harris County, Texas, governed by the laws of the State of Texas for Collaborative Law.

Governing Law: This Agreement, and the rights and obligations of the parties hereunder, is being executed and delivered, and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply to the terms hereof, the substantive laws of the State of Texas applicable to contracts made and to be performed wholly within Texas, without regard to any choice or

conflict of laws rules, shall govern the validity, construction, enforcement, and interpretation of this Agreement. Any litigation arising from this Agreement will be brought in the courts of Harris County.

Attorneys' Fees: Excluding mediation, in the event that an action, litigation, or proceeding results from or arises out of this Agreement or the performance thereof, including any appeal or the collection of any judgment, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled, as allowable by law. A prevailing party is defined as a party who secures a judgment in its own favor through a legal process other than mediation.

Successors and Assigns: Except as specifically provided in this Agreement, no party may assign, delegate, or transfer any of its rights or obligations under this Agreement, in whole or in part, without the prior written consent of the other, which consent will not be unreasonably withheld. The terms hereof are contractual in nature and are not mere recitals, and the obligations created by this Agreement shall be binding upon the successors, legal representatives, and permitted assigns of the parties hereto, forever.

Force Majeure: Neither party shall be liable, nor held in breach of contract, for any loss, damage, and/or any delay in performance that may be suffered as a direct or indirect result of either party being prevented, hindered, or delayed in its performance by circumstances beyond that party's reasonable control due to force majeure, including among others, strikes; lock outs, accidents; trade or labor disputes; natural disasters, including explosions, fire, flood, storm, wind, or drought; war, terrorism, riots, civil commotion, government action, embargoes, and/or acts of civil or military authorities; shortages of transportation, facilities, fuel, energy, labor, or materials; acts of God (specifically including hurricanes and inclement weather that shuts down city services); or any delay or failure resulting from a cause or causes outside either party's reasonable control. If timely completion is prevented by any cause of force majeure, then such failure or delay shall not constitute default.

Escalation: During the performance of this agreement, if the price of materials, equipment or energy are significantly increased, through no fault of Lone Star Recreation of Texas, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant increases. As used herein, a significant price increase shall mean any increase exceeding 5% from the date of the contract signing. Such price escalations shall be documented through change order, quotes, invoices, and/or receipts in accordance with the agreed contract procedure. Where the delivery of material, equipment, or energy is delayed, through no fault of the contractor, as a result of the shortage or unavailability, contractor shall not be liable for any additional costs or damages associated with such delay(s).

Gender and Numbers: Unless the context clearly indicates, whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

No Third-Party Rights: This Agreement is solely for the benefit of the parties hereto and their respective successors and assigns, if any, and no other person or entity shall have any right, benefit, priority, or interest hereunder, or because of the existence of this Agreement.

Headings: The section headings contained in this Agreement are for convenience and reference purposes only and shall not affect the meaning, interpretation, or construction of this Agreement, and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provisions hereof.

Voluntary Agreement & Advice of Counsel: The parties confirm and agree that each (i) has relied on its own judgment and has not been induced to sign or execute this Agreement by promises, agreements, or representations not expressly stated herein, (ii) has freely and willingly executed this Agreement and hereby expressly disclaims reliance on any fact, promise, undertaking or representation made by any other party, save and except for the express agreements and representations contained in this Agreement, (iii) was not in a significantly disparate bargaining position with regard to any other party, and (iv) has been represented by legal counsel in this matter or has voluntarily waived that right.

Multiple parts: This Agreement may be executed by the parties hereto in any number of separate counterparts, each and all of which taken together shall be deemed for all purposes to be one agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart signed by the party to be charged.

Electronic Signatures: This Agreement may be executed by the parties hereto with electronic signatures, each of which shall be deemed for all purposes to be an original signature. It shall not be necessary in making proof of this Agreement to produce or account for an original signature made with a traditional ink writing instrument.

Product Warranty

Products and components manufactured by Aquatix are designed and built according to the highest standards. However, in the event of any warranty requirements, Aquatix, will work attentively to resolve the request.

Warranties

- 1 Year** All mechanical system components against defects in workmanship and materials. Landing pad installation.
- 2 Years** All moving parts, finishes, hardware, polyurethane collars, acrylic and plastic panel attachments. HydroLogix System components against defects in workmanship and materials.
- 5 Years** All brass and stainless steel components, including, spray nozzles, spray caps, and spray heads. Landing pad material against defects in workmanship and materials.
- 25 Years** All stainless steel and fiberglass structures against defects in workmanship and materials: fiberglass structures also include a lifetime warranty against rust and corrosion.

The warranty period starts from date of shipment. Warranties stated above are valid only if products have been installed in conformance with Aquatix installation and assembly instructions and maintained according to the maintenance procedures furnished by Aquatix; have not been subjected to abnormal use other than the purpose for which the products were designed; have not been subjected to misuse, negligence, vandalism, lightning or accident, flood, operator error, Acts of God, failure to comply with codes of the jurisdiction having authority, have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than seller or seller's designees in any respect which, in the judgment of the seller, affects the condition of operation of the structures and/or components.

The liability of Aquatix under this warranty is limited to the replacement of defective material within the warranty period. Aquatix will not be responsible for costs associated with shipment, removal or re-installation of defective material.

This warranty is exclusive and in lieu of all other warranties, whether expressed or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose.

Any surety bonds issued pursuant to any contract or seller's invoice shall not include coverage for this guarantee or warranty beyond one year.

If you would like to make a claim, please contact your representative or send your written statement of claim, along with the original project number and/or project name to:

Aquatix by Landscape Structures
1101 McKinley Parkway
Delano 55328

To contact Aquatix with any questions or comments:
Call Toll-free: **877. 632. 0503**
Phone: **952.445.5135**
Email: **aquatix@playsi.com**